

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
FLORENCE DIVISION**

**UNITED INSURANCE COMPANY OF  
AMERICA,**

**Plaintiff,**

**v.**

**MATTHEW R. HACKNEY and MICHAEL  
W. JOHNSON,**

**Defendants.**

**CASE NO. 4:21-cv-03600-SAL**

**AGREED INJUNCTION AND  
ORDER OF DISMISSAL**

This matter coming before the Court on the Parties', Plaintiff United Insurance Company of America ("United"), Mathew R. Hackney ("Hackney") and Michael W. Johnson ("Johnson"), Consent Motion for the entry of an Agreed Injunction and Dismissal of the case, due notice having been given, and the Court being fully advised:

**IT IS HEREBY ORDERED:**

1. The Parties' Motion is granted.
2. Hackney, Johnson and all those acting in concert or participation with them, are enjoined from using, possessing, disclosing, or having access to any United Confidential Information or Trade Secrets. The term "Confidential Information" in this Order covers all documents and information identified in Definition F of the November 29, 2018 United Employment Covenant Agreement executed by Hackney and the January 19, 2016 United Employment Covenant Agreement executed by Johnson. The term "Trade Secrets" in this Order covers all document and information identified in Definition L of the January 19, 2016 United Employment Covenant Agreement executed by Johnson.

3. Prior to December 4, 2022, Hackney shall not, within the geographical limits of the United District Office in which he was employed at the time of his termination of employment with United, solicit or contact, either directly or through the direction or control of others, any United customer or potential customer for the purpose of selling any form of life, health, accident or fire insurance, or provide any goods or services competitive with United or aid or abet others to do so.

4. Prior to December 4, 2022, Hackney shall not, directly or through the direction or control of others, solicit, recruit, encourage or induce any United Employee to terminate his or his employment relationship with United or work for any business that competes with United.

5. Prior to March 26, 2023, Johnson shall not, within the geographical limits of the United District Office in which he was employed at the time of his termination of employment with United, solicit or contact, either directly or through the direction or control of others, any United customer or potential customer for the purpose of selling any form of life, health, accident or fire insurance, or provide any goods or services competitive with United or aid or abet others to do so.

6. Prior to March 26, 2023, Johnson shall not, directly or through the direction or control of others, solicit, recruit, encourage or induce any United Employee to terminate his or his employment relationship with United or work for any business that competes with United.

7. This matter is hereby dismissed with prejudice with each Party to be responsible for its own costs and fees. This Court does, however, retain jurisdiction over this matter to the extent that there is any violation of this Order.

Date: January 20, 2022

/s/Sherri A. Lydon  
District Judge